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In the Matter of the Statutory Arbitration between
CITY OF PONTIAC

-and-

PONTIAC POLICE OFFICERS ASSOCIATION

1976 JUL 21 AM 9 28
STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

City of Pontiac
RECEIVED

7/14/76

ARBITRATION PANEL

E. J. FORSYTHE, Impartial Chairman
SAMUEL A. BAKER, City Designee
HAROLD E. KUNKLE, Union Designee

LABOR AND INDUSTRIAL
RELATIONS DIVISION
MICHIGAN STATE UNIVERSITY
AUG 18 1976

This proceeding in arbitration was held pursuant to Act 312 of Public Acts of 1969, as amended. Samuel A. Baker was named as the City designee to the panel. Harold E. Kunkle was appointed as the Union designee. On August 26, 1975, the undersigned Arbitrator was appointed as Impartial Chairman of the Arbitration Panel by the Michigan Employment Relations Commission.

Hearings were held in Pontiac, Michigan and in Detroit on September 23, October 28, November 5, December 5, December 19, 1975, February 3, March 5, March 11, March 18, and April 3, 1976. A verbatim record of the proceedings was made and a transcript furnished to the Chairman of the Panel. There was a total of 805 pages in the transcript.

Douglas C. Dahn, of Tolleson, Burgess and Mead represented the City of Pontiac.

Gordon A. Gregory of Gregory, Van Lopik & Higle represented the Police Officers Association.

No issue of arbitrability was raised. No question was raised as to the legality of the arbitration panel to determine the issues presented. Time limits were extended as required to meet the restrictions of the statute.

Forsyth, E.J.

Public Act 312, Section 9 of the Michigan State Acts of 1969 requires that the arbitration findings, opinions and order depend upon a number of factors. One of the factors set forth in the Act is:

(d) Comparison of wages, hours, conditions or employment of employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally: 1. In public employment in comparable communities.

The Union selected nineteen (19) cities and counties to compare with the City of Pontiac based upon their population or geographical location. The City selected twenty-three (23) cities and counties as comparables in their survey.

At the preliminary meeting on September 23, 1975, under the authority of the statute, the Chairman remanded the issues to the parties. The matters which were not settled or withdrawn were then presented on the days listed above.

At the hearing it was decided that the parties last best economic officers would be presented on the final day of the hearing which was April 3, 1976.

Testimony on behalf of the City was presented by Chief of Police William K. Hanger, City Controller Kervin Young and Personnel Administrator Samuel A. Baker. Testimony for the Union was presented by Harold E. Kunkle, Gary E. Kraft, Thomas E. Larrison, Darrell T. Carie, Eugene Riabucha, Carl Parsell, Gerald A. Keller and Ann Huber Maurer.

There were eight (8) joint exhibits presented, the City presented fifty-four (54) exhibits and the Union submitted sixty-one (61) exhibits.

The panel agreed that the contract will be retroactive from July 1, 1975, unless specifically noted otherwise in the award.

The last best economic offers, including wages, were submitted to the panel at the last meeting which was held on April 3, 1976. Both sides presented their offers and comparables at that time.

The Chairman notes that there was a transcript of the proceedings, and that exhibits were introduced at the hearing. The comparables as to wages and salary introduced by the City were from Detroit, Southfield, Grand Rapids, Livonia, Westland, Ann Arbor, Highland Park, Sterling Heights, Warren, Flint, Wayne County, Dearborn, Royal Oak, St. Clair Shores, Lansing, Dearborn Heights, Jackson, Hamtramck, Kalamazoo, Oakland County, Saginaw, and Battle Creek.

The comparable cities on base salaries submitted by the Association were Oak Park, Detroit, Livonia, Oakland County Sheriff, Wayne County Sheriffs, Flint and the Firefighters from the City of Pontiac. Certain of these cities included COLA, namely Detroit, Livonia, Wayne County Sheriff, and Oak Park.

As indicated immediately above, both parties submitted comparables for the wages of patrolmen in other cities and counties. The Chairman grants that the fact that the Firefighters received a 12% across the wage increase is indicative of the importance the City gives this dangerous occupation and so that of the policemen therefore should be considered. Therefore a granting of a 12% raise to the police officers does not create an inequity between the police and all of the other city employees.

Enough comparables justify the Associations request for a higher rate of pay than that offered by the City. In addition the Chairman notes that the Police Officers are entitled to an increase in wages to

compensate for the inordinately inflationary increases in cost-of-living over the past year.

The City's offer on wages was a eight and one-half ($8\frac{1}{2}\%$) across the board salary position and that of the Association is a twelve per cent (12%) salary increase for all positions in the bargaining unit including detectives. As stipulated by the parties this wage increase is retractive to July 1, 1975. The Association's request for interest rate for the period involved is denied. The wage increase places the Pontiac Police Officers among the top in the State of Michigan, so the matter of an additional interest request of some 7.4% is not part of the Award.

WARD--ISSUE NO. 1--Wages

The Union's request of a 12% across the board salary increase for all positions in the bargaining Unit (including detectives) is granted. Mr. Kunklë concurs, Mr. Baker dissents.

UNION ISSUE NO. 2--EMPLOYEE BILL OF RIGHTS

On this issue the Union submitted numerous exhibits requesting a significant number of changes in Articles VII, Section 2, Employee Rights, "Article VII, Section 4," "Citizen Complaints" Article VII, Section 6, "Employee Presence in Proceedings", Article VII, Section 7, Records and Article XIII, Section 10, "Trial Board."

The change requested by the Association really amount to a detailed procedure, with much more detail but which in the opinion of the Chairman does not in fact provide more rights which are now guaranteed the police officer. The Chairman does not take the Association's request lightly but the matters of his being informed, having Association representation, overtime pay when not on duty, access to his personnel file are already contained in the Agreement. The present Agreement also provides that in regard to the Police Trial Board as provided in the City Charter that it is understood, that this provision shall not prejudice the Association's position before the Michigan Employment Relations Commission that the City is obligated to bargain concerning the Association's request that matters presently within the jurisdiction of the Trial Board should instead be subject to the grievance and arbitration provision of this Agreement.

With the provisions contained in the current Agreement, the Chairman cannot concur that the additional language proposed by the Association has substantial merit for those involved. It is also noted that the preponderance of the comparables do not contain the elaborate procedure proposed by the Association.

AWARD--UNION ISSUE NO. 2, EMPLOYEE BILL OF RIGHTS.

The City's position of no change is granted. Mr. Baker concurs Mr. Kunkle dissents.

UNION ISSUE NO. 5--VACATIONS

In the matter of vacations the City proposes no change in the current contract. The Union's request is that those employees with less than four (4) years service shall earn vacation leave at the rate of fifteen (15) days per year. One (1) day vacation for every seventeen (17) days worked.

Also those employees with more than four (4) years service but less than nine (9) years service shall earn vacation leave at the rate of twenty (20) days per year. One (1) day vacation for every thirteen (13) days worked. Those employees with more than nine (9) years service but less than fifteen (15) years service shall earn vacation leave at the rate of twenty-five (25) days per year. One (1) day for every ten point four (10.4) days worked. Those employees with more than fifteen (15) years service shall earn vacation leave at the rate of thirty (30) days per year. One (1) day for every eight point (8.66) days worked. Retroactive to July 1, 1975.

A review of the comparables does indicate that a much higher than fifty (50%) of police officers in union comparable cities receive more liberal vacation benefits than Pontiac. In addition, Union Exhibit #54 indicates that the Pontiac Fire Fighters, at 1-5 years, Fire Fighters receive 6 days x 24 hours per year = 144 hours vacation. For the Police at 1-4 years, Police officers would receive 15 days x 8 hours per year = 120 hours vacation.

Under the circumstances with the comparables and the Pontiac Fire Fighters the Chairman is going to endure the Association proposal.

AWARD---ISSUE NO. 5 VACATIONS

The Union's position is granted. Mr. Kunkle concurs, Mr. Baker dissents.

UNION ISSUE NO. 6--PERSONAL LEAVE DAYS

The Union proposed is for 30 hours of personal leave per year, effective July 1, 1975. The Union's last offer of settlement was 2 days personal leave, effective July 1, 1975. (16 hours, or 20 hours for 4 day per week officers). Personal leave hours unused by the end of the contract to be paid to the employee.

It is the City's position that there be no change. An examination of the previous Agreement indicates leaves for various purposes and reasons so that the Association request will not be granted.

AWARD---ISSUE NO. 6-PERSONAL LEAVE DAYS

The City's position on Personal Leave Days is sustained. Mr. Baker concurs, Mr. Kunkle dissents.

UNION ISSUE NO. 7--HOLIDAYS

It is the Union's proposal to add two additional half-days (1/2 day before Christmas Day and 1/2 day before New Year's Day), retroactive to July 1, 1975.

The City offers no change in the existing Agreement.

A review of the present Agreement indicates the traditional number of paid holidays. The surveys made by the City bear out their conclusion as to the number of holidays in comparable communities.

AWARD---ISSUE NO. 7--HOLIDAYS

The present Holiday system shall be continued. Mr. Baker concurs, Mr. Kunkle dissents.

UNION ISSUE NO. 8--LONGEVITY

The Union proposal was withdrawn.

UNION ISSUE NO. 9---HEALTH INSURANCE

It is the Union proposal to increase the present health insurance coverage to include Delta Dental Proposal A at \$8.92 per month per subscriber. The Union submitted a Comprehensive Plan prepared by Delta Dental Plan of Michigan.

A review of the comparables introduced by the Union and by the City indicate a growing trend to provide dental insurance as an integral part of present-day total health maintenance program. However, this proposal shall be in the future.

AWARD---ISSUE NO. 9--HEALTH INSURANCE

The Union's request on Dental Insurance as in its last offer of settlement is not granted. Mr. Baker concurs, Mr. Kunkle dissents.

UNION ISSUE NO. 10--PLAINCLOTHES ALLOWANCE

The Union proposal is that all plainclothes members of the bargaining unit will receive a \$350.00 clothing allowance to be paid in the manner of, \$175.00 to be paid the 4th Friday in August, and \$175.00 to be paid the 4th Friday in January.

After a review of the comparables and in light of the wage increase granted to all members of the police bargaining unit the present allowance will be continued.

AWARD--ISSUE NO. 10--PLAINCLOTHES ALLOWANCE

The City's position of no change in the present allowance is sustained. Mr. Baker concurs, Mr. Kunkle dissents.

ISSUE NO. 11--RETIREMENT

The Union's last offer of settlement is to reduce the retirement age from 55 to 50 years.

The Chairman recognizes the dangers and pressures inherent to being a police officer and that since it is not a sedentary kind of occupation an earlier retirement age should be recognized. In fact it is, in the present contract with a retirement age of fifty-five (55) years. A review of comparables indicates that this age for a police officer is standard, or if anything above standard. Perhaps in the future and with legislative changes as regards this matter the retirement age can be re-opened in the future negotiations.

AWARD---ISSUE NO. 11--RETIREMENT

The City's position of no change is sustained. Mr. Baker concurs, Mr. Kunkle dissents.

UNION ISSUE NO. 12--RETIREMENT

The Union's request and last best offer is for a Cost of Living allowance for retired employees with annual adjustment no less than provided under Social Security, and cited U.S. Code, Title 42, Chapter 7, 42 #415.

The City's response is as explained in City Exhibit #37, that the increase would violate the current maximum annuity amounts provided in the City Charter.

This is a bargainable matter for the next negotiations. With the wage increase granted the patrolmen in this contract, the retirees, and

while being sympathetic to the facts of the cost of living, the Chairman is not inclined to grant the Union demand on this issue.

AWARD--ISSUE NO.--12 RETIREMENT (Retired Employees)

The City's position of no change is sustained. Mr. Baker concurs, Mr. Kunkle dissents.

UNION ISSUES NO. 13-17 are Union proposals all related to retirement, including Service-Connected Disability, which in fact is covered under the Workmen's Compensation Laws, in Issue No. 14, disablement pay due to any cause other than service-connected disability, which is a request of 50% for a person under age 50, and the age of the officers spouse which shall be at least fifty (50) years of age, otherwise commencement of payment on annuity shall be deferred until she or he attains such age and Issue No. 16 as to payments of minor children.

As the ruling by the majority of the panel as been made in regard to the fifty (50) year retirement, no discussion will ensue as to issues No. 13-16 except to say that the Union's reasons are not accepted.

UNION ISSUES-13, 14, 15, 16

The Association's requests are denied. Mr. Baker concurs, Mr. Kunkle dissents.

UNION ISSUE NO. 17--SHIFT DIFFERENTIAL

The Union withdrew this request.

UNION ISSUE NO. 18--OVERTIME FOR TRAVEL AND ATTENDANCE AT SCHOOLS, SEMINARS, TRAINING PROGRAMS AND OTHER EDUCATION FUNCTIONS.

The Union's proposal is to add to Article VIII, Section 1, A: "This overtime rates shall be paid under all circumstances where time worked exceeds the limits set forth above unless a specific provision contained within this agreement excludes payment under stated circumstances. Time worked shall include travel to and from and attendance at required schools, seminars, training programs and other education functions."

The City's Position is really quite simple, in that the officer is paid for the time he attends schools and seminars, and other education functions.

In the opinion of the Chairman, the fact the officer is paid under the existing contract, that is, pay, travel and expenses is sufficient. The Union would always bear in mind that they are professionals and should take advantage of every opportunity for improvement in their profession. It is noted in passing that in industry there is a tuition refund for this sort of activity, but hardly an overtime situation.

AWARD

ISSUE NO. 18--OVERTIME FOR TRAVEL AND ATTENDANCE AT SCHOOLS, SEMINARS, TRAINING PROGRAMS AND OTHER EDUCATION FUNCTIONS.

The position of the City is maintained. Mr. Baker concurs, Mr. Kunkle dissents.

UNION ISSUES NO. 19 and 20, Overtime Compensation for Off-Duty Police Activity and Police Officers and Equal Pay.

The above two issues were withdrawn.

The City Issues are numbered according to their presentation.

CITY ISSUE NO. 1---TIME OFF FOR ASSOCIATION OFFICIALS--WITH PAY.

The change requested by the City amounts to a specific times and incidents, not unlike the Police Officer's Request, in the Employee Bill of Rights.

In the opinion of the Chairman, there is no reason to bog down in procedural matters in a Collective Bargaining Agreement. The present language so allows, and such time is granted in the discretion of the Chief of Police upon written request received sufficiently in advance, and the whole procedure. The spelling out for all of the occasions for Association officials is sufficient with the covering language which now exists.

AWARD--CITY ISSUE NO. 1, TIMEOFF FOR ASSOCIATION OFFICIALS WITH PAY.

There appears no reason to change the language contained in the present contract. Mr. Kunkle concurs, Mr. Baker dissents.

CITY ISSUE NO. 2--TIME OFF FOR UNION OFFICIALS WITHOUT PAY.

The comparables and the whole city-labor situation intends the Chairman to support the Union position on no change on this City request. The Chairman fails to find in the City argument any substantial and statutory reasons for such a change.

AWARD--CITY ISSUE NO. 2 TIME OFF FOR UNION OFFICIALS WITHOUT PAY.

The language in Article III, Section 4, in the prior Agreement shall be continued. Mr. Kunkle concurs, Mr. Baker dissents.

CITY ISSUE NO. 3--GRIEVANCE ARBITRATION

The City proposes a change in the contract language to change from a Board of Arbitrators, with a Chairman, to a single arbitrator with all of the protection for both parties as to the contract language which cannot be violated in any event.

This is contained in City's Exhibit No. 8, and applies appropriately only to "Grievance Arbitration." Under the statutory requirements of Act 312 under which this proceeding was conducted the three person panel is required. However, in the interests of Grievance Arbitration the City's request, and the language contained therein is granted.

AWARD--CITY ISSUE NO. 3.

The City's proposed language in the contract as to Section 2, Grievance Arbitration is granted. Mr. Baker concurs, Mr. Kunkle dissents.

CITY ISSUE NO. 4--TRANSFER OF EMPLOYEES

The City position is that the language in the Agreement be changed. So, "The Chief of Police shall make the final determination."

The Chairman, while expressing great respect for the incumbent Chief and his office is not inclined to ignore the existing seniority provisions, including of course the necessary qualifications.

AWARD---CITY ISSUE NO. 4

The City's request is denied. The present language of the contract shall be continued. Mr. Kunkle concurs, Mr. Baker dissents.

CITY ISSUE NO. 5--NOTIFICATION OF DISCIPLINE

This is in regard to Article VII, Section 1, on Notification of Discipline.

The present contract in Article VII, contains for all purposes the language requested by the City. The latter's request becomes a more procedural matter, in fact a bookkeeping item, and having recommended against the inclusion of the additional language in the so-called Bill of Rights, which again the Chairman says are met within the present Agreement, the Chairman sees no valid reason to change Article VII, Section 1 of the Agreement.

AWARD---CITY ISSUE NO. 5--NOTIFICATION OF DISCIPLINE

The present language in the Agreement on this matter shall be continued. Mr. Kunkle concurs, Mr. Baker dissents.

CITY ISSUE NO. 6--COMPENSATORY TIME

Here the City wishes to delete the language in Article VIII, Section 3 of the Contract which presently reads as follows:

Section 3. Compensatory Time. An employee in the bargaining unit may receive cash payment for overtime work or accrue said hours as compensatory time but all compensatory time accrued must be used in the year earned or it will be paid in case at the end of the year, provided that one hundred non-accumulative, may be carried forward into the following year.

This request on the part of the City in fact falls within the comparables offered and in employee relations practices generally. However, noting the work of a police officer the present language will be continued.

AWARD---CITY ISSUE NO. 6 COMPENSATORY TIME

The City's request for the deletion of Section 3, Compensatory Time of Article VIII is denied. Mr. Kunkle concurs, Mr. Baker dissents.

CITY ISSUE NO. 7--LEAVE FOR ASSOCIATION OFFICERS

The City's request is to delete Article IX, Section 2, "Leave for Association Officials." The present language reads as follows:

Section 2. Leave for Association Officials
Leaves of absence for periods not to exceed two (2) years will be granted without loss of seniority for employees holding an elective or appointive Police Association office. They shall be allowed to continue in the City's insurance and pension programs without loss by the payment of premiums or contributions.

The arguments presented indicate that the above provision has not, in fact, caused a severe problem to the City, nor is there evidence that it has been abused. Therefore Article IX, Section 2 shall be retained in the contract.

AWARD--ISSUE NO. 7--LEAVE FOR ASSOCIATION OFFICERS

The language in Article IX, Section 2 will be retained. Mr. Kunkle concurs, Mr. Baker dissents.

CITY ISSUE NO. 8---MAINTENANCE OF CONDITIONS

The City wishes to change this language particularly with the deletion of the sentence "No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement." The present language does give the Chief of Police the right, as set forth in the City Charter, to adopt reasonable rules and regulations for the operation of the Department and is to notify the Association and discuss the changes with the Committee.

The present language does protect the rights of the Association and does give the Chief the right to adopt reasonable rules and regulations. The reasons for making a change are not substantial.

AWARD---ISSUE NO. 8--MAINTENANCE OF CONDITIONS

The present language in Article XIII, Section 8 shall be retained. Mr. Kunkle concurs, Mr. Baker dissents.

CITY ISSUE NO. 9---CITY VEHICLES FOR POLICE SCHOOL COUNSELORS

It is the City proposal to add to the contract "The city shall not be required to furnish police school counselors with city vehicles for use off duty" and the Union wishes to retain past practice.

This demand on the part of the City seems to be in line with the general city policy as prescribing the conditions of the use of City-owned vehicles as outlined in City Exhibit No. 15.

AWARD---ISSUE NO. 9--CITY VEHICLES FOR POLICE SCHOOL COUNSELORS.

The City's request is granted. Mr. Baker concurs, Mr. Kunkle dissents.

SUMMARY OF AWARD

Union Issue No. 1. The Union's request of a 12% across the board salary increase for all positions in the bargaining unit (including detectives) is granted. Mr. Kunkle concurs, Mr. Baker dissents.

(Union Issues 3 and 4 are contained herein)

Union Issue No. 2. The City's position of no change is granted. Mr. Baker concurs, Mr. Kunkle dissents.

Union Issue No. 5. The Union's position is granted. Mr. Kunkle concurs, Mr. Baker dissents.

Union Issue No. 6. The City's position on Personnel Leave Days is sustained. Mr. Baker concurs, Mr. Kunkle dissents.

Union Issue No. 7. The present Holiday system shall be continued. Mr. Baker concurs, Mr. Kunkle dissents.

Union Issue No. 8. The Union proposal on Longevity was withdrawn.

Union Issue No. 9. The Union's request on Dental Insurance as in its last offer of settlement is not granted. Mr. Baker concurs, Mr. Kunkle dissents.

Union Issue No. 10. The City's position of no change in the present allowance is sustained. Mr. Baker concurs, Mr. Kunkle dissents.

Union Issue No. 11. The City's position of no change is sustained. Mr. Baker concurs, Mr. Kunkle dissents.

Union Issue No. 12. The City's position of no change is sustained. Mr. Baker concurs, Mr. Kunkle dissents.

Union Issues 13, 14, 15, 16. The Association's requests are denied. Mr. Baker concurs, Mr. Kunkle dissents.

Union Issue No. 17. The Union withdrew its request for shift differential.

Union Issue No. 18. The position of the City is maintained. Mr. Baker concurs, Mr. Kunkle dissents.

Union Issues 19 and 20 were withdrawn.

The City Issues are numbered according to their presentation.

City Issue No. 1. There appears no substantial reason to change the language contained in the present contract. Mr. Kunkle concurs, Mr. Baker dissents.

City Issue No. 2. The language in Article III, Section 4, in the prior Agreement shall be continued. Mr. Kunkle concurs, Mr. Baker dissents.

City Issue No. 3. The City's proposed language in the contract as to Section 2, Grievance Arbitration is granted. Mr. Baker concurs, Mr. Kunkle dissents.

City Issue No. 4. The City's request is denied. The present language of the contract shall be continued. Mr. Kunkle concurs, Mr. Baker dissents.

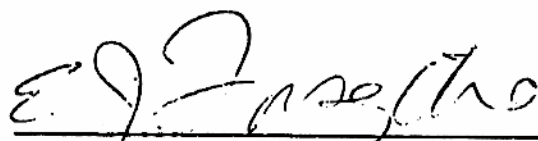
City Issue No. 5. The present language in the Agreement on this matter shall be continued. Mr. Kunkle concurs, Mr. Baker dissents.

City Issue No. 6. The City's request for the deletion of Section 3, Compensatory Time of Article VIII, is not granted. Mr. Kunkle concurs, Mr. Baker dissents.

City Issue No. 7. The language in Article IX, Section 2 will be retained. Mr. Kunkle concurs, Mr. Baker dissents.

City Issue No. 8. The present language in Article XIII, Section 8 shall be retained. Mr. Kunkle concurs, Mr. Baker dissents.

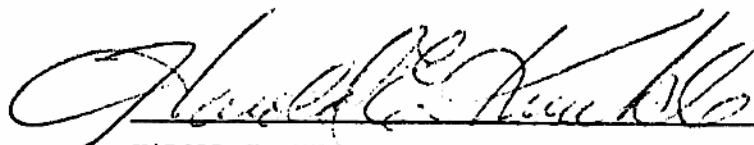
City Issue No. 9. The City's request is granted. Mr. Baker concurs, Mr. Kunkle dissents.



E. J. FORSYTHE, IMPARTIAL CHAIRMAN



SAMUEL A. BAKER, CITY MEMBER
Concurs as Indicated in the Opinion



HAROLD E. KUNKEL, ASSOCIATION MEMBER
Concurs as Indicated in the Opinion

DATED:

